

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF SOUTH CAROLINA  
FLORENCE DIVISION

UNITED STATES OF AMERICA

Criminal No: 4:19-cr-00198

v.

**CORNELL JUNIOUS MURRAY, II,**  
**aka "CJ"**

**PLEA AGREEMENT**

**General Provisions**

This PLEA AGREEMENT is made this 22<sup>nd</sup> day of April, 2019, between the United States of America, as represented by United States Attorney SHERRI A. LYDON, Assistant United States Attorney Derek A. Shoemake; the Defendant, **CORNELL JUNIOUS MURRAY, II, aka "CJ"**, and Defendant's attorney, Brown W. Johnson.

IN CONSIDERATION of the mutual promises made herein, the parties agree as follows:

1. The Defendant agrees to plead guilty to Count 9 of the Indictment now pending, which charges possession "with intent to distribute 28 grams or more of cocaine base (commonly known as 'crack' cocaine'), a Schedule II controlled substance," a violation of Title 18, United States Code, Sections 841(a)(1) and (b)(1)(B). In order to sustain its burden of proof, the Government is required to prove the following:

**Count 9**

- A. That the defendant knowingly and intentionally possessed with intent to distribute or distributed the controlled substance described in the indictment;
- B. At the time, the defendant knew that the substance was a controlled substance; and
- C. That the quantity of the controlled substance possessed with intent to distribute or distributed by the defendant was 28 grams or more of cocaine base (commonly known as "crack" cocaine).

The penalty for this offense is:

IMPRISONMENT FOR 5 to 40 YR(S)  
FINE OF \$ 5,000,000.00 (18 USC 3571)  
TERM OF SUPERVISED RELEASE OF 4 YR(S) (18 USC 3583)  
SPECIAL ASSESSMENT \$ 100.00 (18 USC 3013)

2. The Defendant understands and agrees that monetary penalties [i.e., special assessments, restitution, fines and other payments required under the sentence] imposed by the Court are due and payable immediately and subject to enforcement by the United States as civil judgments, pursuant to 18 USC § 3613. In the event the Court imposes a schedule for payment of restitution, the Defendant also understands that payments made in accordance with installment schedules set by the Court are minimum payments only and do not preclude the government from seeking to enforce the judgment against other assets of the defendant at any time, as provided in 18 USC §§ 3612, 3613 and 3664(m).

The Defendant further agrees to enter into the Bureau of Prisons Inmate Financial Repayment Program if sentenced to a term of incarceration with an unsatisfied monetary penalty. The Defendant further understands that any monetary penalty imposed is not dischargeable in bankruptcy.

- A. Special Assessment: Pursuant to 18 U.S.C. §3013, the Defendant must pay a special assessment of \$100.00 for each felony count for which he is convicted. This special assessment must be paid at or before the time of the guilty plea hearing, or during participation in the Bureau of Prisons Inmate Financial Repayment Program if this plea results in incarceration.

B. Restitution: The Defendant agrees to make full restitution under 18 U.S.C. § 3556 in an amount to be determined by the Court at the time of sentencing, which amount is not limited to the count(s) to which the Defendant pled guilty, but will include restitution to each and every identifiable victim who may have been harmed by his scheme or pattern of criminal activity, pursuant to 18 U.S.C. § 3663. The Defendant agrees to cooperate fully with the Government in identifying all victims. Upon demand, the Defendant shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding the Defendant's capacity to satisfy any fines or restitution. The Defendant expressly authorizes the U.S. Attorney's Office to immediately obtain a credit report on the Defendant in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. The Defendant understands that the Defendant has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the Court.

C. Fines: The Defendant understands that the Court may impose a fine pursuant to 18 U.S.C. §§ 3571 and 3572.

3. Provided the Defendant complies with all the terms of this Agreement, the United States agrees to move to dismiss the remaining counts of the Indictment [and any other indictments under this number] at sentencing. The Defendant understands that the Court may consider these dismissed counts as relevant conduct pursuant to §1B1.3 of the United States Sentencing Guidelines.

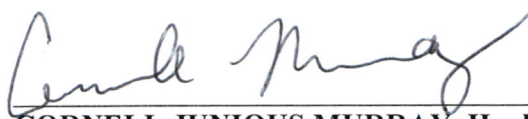
4. The Defendant understands that the obligations of the Government within the Plea Agreement are expressly contingent upon the Defendant's abiding by federal and state laws and complying with any bond executed in this case. In the event that the Defendant fails to comply with any of the provisions of this Agreement, either express or implied, the Government will have the right, at its sole election, to void all of its obligations under this Agreement and the Defendant will not have any right to withdraw his plea of guilty to the offense(s) enumerated herein.

#### **Merger and Other Provisions**

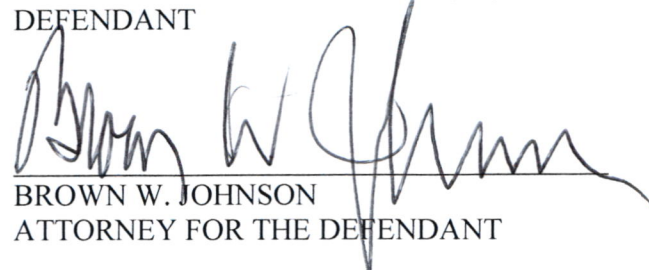
5. The Defendant represents to the court that he/she has met with his attorney on a sufficient number of occasions and for a sufficient period of time to discuss the Defendant's case and receive advice; that the Defendant has been truthful with his/her attorney and related all information of which the Defendant is aware pertaining to the case; that the Defendant and his attorney have discussed possible defenses, if any, to the charges in the Indictment including the existence of any exculpatory or favorable evidence or witnesses, discussed the Defendant's right to a public trial by jury or by the Court, the right to the assistance of counsel throughout the proceedings, the right to call witnesses in the Defendant's behalf and compel their attendance at trial by subpoena, the right to confront and cross-examine the Government's witnesses, the Defendant's right to testify in his own behalf, or to remain silent and have no adverse inferences drawn from his/her silence; and that the Defendant, with the advice of counsel, has weighed the relative benefits of a trial by jury or by the Court versus a plea of guilty pursuant to this Agreement, and has entered this Agreement as a matter of the Defendant's free and voluntary choice, and not as a result of pressure or intimidation by any person.

6. The Defendant is aware that 18 U.S.C. § 3742 and 28 U.S.C. § 2255 afford every defendant certain rights to contest a conviction and/or sentence. Acknowledging those rights, the Defendant, in exchange for the concessions made by the Government in this Plea Agreement, waives the right to contest either the conviction or the sentence in any direct appeal or other post-conviction action, including any proceedings under 28 U.S.C. § 2255. This waiver does not apply to claims of ineffective assistance of counsel, prosecutorial misconduct, or future changes in the law that affect the defendant's sentence. This agreement does not affect the rights or obligations of the Government as set forth in 18 U.S.C. § 3742(b). Nor does it limit the Government in its comments in or responses to any post-sentencing matters.
7. The Defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.
8. The parties hereby agree that this Plea Agreement contains the entire agreement of the parties; that this Agreement supersedes all prior promises, representations and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the court having jurisdiction over this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Agreement, are null and void.

April 22, 2019  
Date

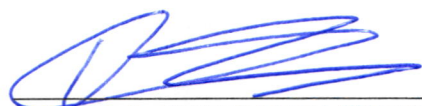
  
CORNELL JUNIOUS MURRAY, II, aka "CJ"  
DEFENDANT

April 23, 2019  
Date

  
BROWN W. JOHNSON  
ATTORNEY FOR THE DEFENDANT

SHERRI A. LYDON  
UNITED STATES ATTORNEY

4/22/19  
Date

  
DEREK A. SHOEMAKE (#10825)  
ASSISTANT UNITED STATES ATTORNEY



**U. S. DEPARTMENT OF JUSTICE**  
**Statement of Special Assessment Amount**

**This statement reflects your special assessment only. There may be other penalties imposed at sentencing. This Special Assessment is due and payable at the time of the execution of the plea agreement.**

<b>ACCOUNT INFORMATION</b>	
<b>CRIM. ACTION NO.:</b>	4:19-cr-00198
<b>DEFENDANT'S NAME:</b>	CORNELL JUNIOUS MURRAY, II, aka "CJ"
<b>PAY THIS AMOUNT:</b>	\$100.00
<b>PAYMENT DUE ON OR BEFORE:</b>	4/22/19 (date plea agreement signed)

**MAKE CHECK OR MONEY ORDER PAYABLE TO:**  
***CLERK, U.S. DISTRICT COURT***

**PAYMENT SHOULD BE SENT TO:**  
**Clerk, U.S. District Court**  
**Matthew J. Perry, Jr. Courthouse**  
**901 Richland Street Columbia, SC 29201**

**OR HAND DELIVERED TO:**  
**Clerk's Office**  
**McMillan Federal Building 401 West Evans Street Florence, SC 29501**  
**(Mon. – Fri. 8:30 a.m.– 4:30 p.m.)**

*INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER (Do Not send cash)*

*ENCLOSE THIS COUPON TO INSURE PROPER and PROMPT APPLICATION OF PAYMENT*